



*Embassy of the United States of America*

U.S. Embassy Dublin

June 24, 2015

To: Prospective Offerors

Subject: Request for Quotations (RFQ) number SEI300-15-Q-0015

The Embassy of the United States in Dublin is currently seeking quotations from suitably qualified contractors for construction services at its Ballsbridge Office, Dublin 4. The requirement is for construction of a concrete plinth for the purposes of accommodating a new electricity substation. The plinth will be built to E.S.B. specification per the attached Statement of Work (SOW)

**A public site visit has been scheduled for Thursday July 2, 2015, at 11:00**

Location; U.S. Embassy, 42 Elgin Road, Ballsbridge, Dublin 4

Attendance at the site visit is strongly advised so as to gain a complete understanding of the requirement. Those wishing to attend the site visit MUST submit names of attendees by return email not later than noon on Wednesday July 1, 2015.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

**Quotations are due on or before Tuesday July 7, 2015 @ 15:00.**

Quotations may be delivered in hard copy at the above address or via email to Emmet Downey, email: [DowneyEJ@state.gov](mailto:DowneyEJ@state.gov)

Sincerely,

Colin McCarthy

A/Contracting Officer

SEI300-15-Q-0015

TABLE OF CONTENTS

SF-1442 COVER SHEET

A. PRICE

B. SCOPE OF WORK

C. PACKAGING AND MARKING

D. INSPECTION AND ACCEPTANCE

E. DELIVERIES OR PERFORMANCE

F. ADMINISTRATIVE DATA

G. SPECIAL REQUIREMENTS

H. CLAUSES

I. LIST OF ATTACHMENTS

J. QUOTATION INFORMATION

K. EVALUATION CRITERIA

L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR QUOTERS

ATTACHMENTS:

Attachment 1: Breakdown of Price by Divisions of Specifications

Attachment 2: Drawings

Attachment 3: Specifications

Attachment 4: New plinth location

<b>SOLICITATION, OFFER, AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>		1. SOLICITATION NUMBER SEI300-15-Q0015	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/23/2015	PAGE 1 OF 2
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER PR4444093		6. PROJECT NUMBER	
7. ISSUED BY American Embassy 42 Elgin Road Ballsbridge Dublin 4		8. ADDRESS OFFER TO American Embassy Attn: General Services Officer 42 Elgin Road Ballsbridge Dublin 4			
9. FOR INFORMATION CALL: <span style="border: 1px solid black; padding: 2px;">Ann Granatino</span>		b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 01-2375870			
<b>SOLICITATION</b>					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date) Construction Services: Concrete Plinth for Electricity SubStation. Section A - SF-1442, Solicitation, Offer and Award Section B - Supplies or Services and Prices/Costs Section C - Description/Specs/Work Statement Section D - Packaging and Marking Section E - Inspection and Acceptance Section F - Deliveries or Performance Section G - Contract Administration Data Section H - Special Contract Requirements Section I - Contract Clauses Section J - List of Attachments Section K - Representations and Certifications Section L - Instructions, Conditions and Notices to Offerors Section M - Evaluation Factors for Award					
11. The contractor shall begin performance within <u>3</u> calendar days and complete it within <u>14</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).					
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					12b. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:					
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>15:00</u> (hour) local time <u>July/7/2015</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.					
b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.					
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.					
d. Offers providing less than <u>30</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

<b>OFFER (Must be fully completed by offeror)</b>									
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NUMBER (Include area code)				
					16. REMITTANCE ADDRESS (Include only if different than Item 14.)				
CODE		FACILITY CODE							
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)									
<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-right: 10px;">AMOUNTS</div> <div style="flex-grow: 1;"></div> </div>									
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS									
<i>(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)</i>									
AMENDMENT NUMBER									
DATE.									
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED:									
22. AMOUNT					23. ACCOUNTING AND APPROPRIATION DATA				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)					25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )				
26. ADMINISTERED BY					27. PAYMENT WILL BE MADE BY				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31a. NAME OF CONTRACTING OFFICER (Type or print)				
30b. SIGNATURE			30c. DATE		31b. UNITED STATES OF AMERICA			31c. DATE	
					BY				

STANDARD FORM 1442 (REV. 8/2014) BACK

REQUEST FOR QUOTATIONS – CONSTRUCTION  
SEI300-15-Q-0015

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order, to construct a concrete plinth for the purpose of accommodating an electrical transformer, to Electricity Supply Board (ESB) specification for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	EURO:
---	-------

A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

***American Embassy, 42 Elgin Road, Ballsbridge, Dublin 4***

Items shall be marked for the attention of “The Facilities Management Office”

D. INSPECTION AND ACCEPTANCE

D.1 The Contracting Officer’s Representative (COR), or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.2 FAR 52.246-12 - INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition: "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full-size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may --

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be

final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

### D. 3 SUBSTANTIAL COMPLETION

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and

(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

#### D. 3.1 FINAL COMPLETION AND ACCEPTANCE

D.3. 2 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.3..3 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.



D.3.4 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least two (2) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.3.5 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- \* Satisfactory completion of all required tests,
- \* A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- \* Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

#### D4. QUALITY ASSURANCE AND QUALITY CONTROL

D.4.1. Introduction: The Contractor shall establish and maintain a project-specific Quality Management Program (QMP) which defines and implements a quality system. The quality system is a documented organizational process which describes responsibilities, procedures, and resources for providing quality control and quality assurance on a project. Effectiveness of the QMP is achieved through adequate planning, forceful direction, and checking in the sense of measurement and evaluation. The QMP applies to the control of quality throughout all areas of contract performance.

D.4.1.2 Quality Management Program: The Contractor's QMP shall be COR-approved to provide employees, consultants, and/or joint-venture partners with established, uniform procedures for production of project data and documents throughout the construction process. Principal functions of the QMP are the following:

D.4.1.2.1 Quality Control (QC): Operational techniques and activities that are used to fulfill requirements for quality.

D.4.1.2.2 Quality Assurance (QA): Documentation of planned and systematic actions required to provide confidence that the services provided are based on project requirements and satisfy stated requirements for quality.

D.4.1.3 Audits After award of the Contract, the Government may perform audits of the Contractor's QMP to periodically assess conformance with the QMP in accordance with the provisions of Section E of the contract. Disapproval of the program, or major portions, may cause delay in progress of the project's development or, in some cases, withholding acceptance of the Contractor's performed services. The Government may examine the Contractor's existing quality system prior to award of this contract as part of a pre-contract assessment, in order to determine the ability of the Contractor to satisfy the "quality" requirements of this contract.

D.4.1.4 Agreement on Quality Assurance the Contractor shall develop a clear understanding with all his consultants on quality assurance matters for which the consultants are responsible, and the



quality assurance program of the consultants shall be integrated with that of the Contractor of record.

D.4.1.5 QMP Submittal Requirements the QMP shall be structured and developed to include the following minimum requirements:

D.4.1.5.1 Organizational Structure The Contractor shall define and submit a QMP organizational structure within 30 days of contract award, including charts and a description of responsibilities of key persons who will perform the services. Persons responsible for interface with the Government, including the security manager and QMP Manager must be identified. A separate list should also include all team members, including consultants with telephone and email addresses. If less than three (3) personnel will be engaged in this construction project, the requirements of Section D.4.1.5.1 may be waived by the Government.

**Offeror's shall provide a preliminary Quality Management Program (QMP) as part of their proposal**

Submission required:

Construction: Fifteen (15) calendar days after contract award.

D.4.1.5.2 Quality Policy The Contractor shall have a stated corporate quality policy. This policy shall be consistent with the Contractor's quality policy in the QMP. Necessary measures shall be taken by the Contractor to ensure that the corporate quality policy is understood, implemented, and maintained by all employees of the Contractor and the Contractor's subcontractors.

D.4.1.5.3 Building Standards Construction must comply with the building codes and standards and applicable design criteria, (see section J). Inconsistencies among codes and standards shall be brought to the COR's attention in writing. The PM/PD will resolve any inconsistencies

D.4.1.5.4 Other Procedures Other procedures shall address management, procurement activities, construction management, quality records, and audits.

D.4.1.5.5 Security and Communications Interface The Contractor's QMP shall provide for integration of security and communications requirements into the project.

D.4.1.5.6 Document Control The QMP shall ensure that documents, including subsequent changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing new and revised documents shall be identified.

D.4.1.5.7 Administration The Administration of the quality program shall be vested in a responsible, authoritative element of the organization with a clear access to management. The organization shall be staffed by technically competent personnel with sufficient authority to ensure that quality requirements are consistently maintained.

## D.4.2 CONSTRUCTION QUALITY ASSURANCE AND QUALITY CONTROL

D.4.2.1 The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. Copies of the weekly inspection reports shall be provided to the COR seven (7) days after end of weekly period. Should the total timeframe for execution of this construction project be less than 14 days the requirements of this Section D.4.2.1 may be waived by the Government and instead there will be just one final inspection at the completion of the project.

D.4.2.2 Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

D.4.2.3 Monthly Report: The Contractor shall render a monthly progress report and pictures (significant items), summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improved conditions, recommendations, and other matters related to this contract. This monthly report shall be submitted to the COR, together with the Contractor's monthly invoice. Should the total timeframe for execution of this construction project be less than 14 days the requirements of this Section D.4.2.3 may be waived by the Government.

D.4.2.4 Inspection by Government: The services being performed hereunder and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

## E. DELIVERIES OR PERFORMANCE

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

(APR 1984)

The Contractor shall be required to:

(a) commence work under this contract within five (5) calendar days after the date the Contractor receives a written notice to proceed (NTP),

(b) prosecute the work diligently, and,

(c) complete the entire work ready for use not later than fourteen (14) days after NTP.

The time stated for completion shall include final cleanup of the premises.

### 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of one hundred (100) Euro for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

## CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "fifteen (15) calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,

(2) Constitute acceptance or approval of any delay, or

(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

## NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

## NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a written Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract. (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

## WORKING HOURS

All work shall be performed during normal business hours; 08:00 – 17:00. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

## PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held five (5) days after contract award at U.S. Embassy, 42 Elgin Road, Ballsbridge, Dublin 4, to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Preconstruction Conference.

**DELIVERABLES** - The following items shall be delivered under this contract:

**CO = Contracting Officer**

**COR = Contracting Officer's Representative**

**CNTP = Construction Notice to Proceed**

Description	Qty	Delivery Date	Deliver to:
H.2.4 Insurance	1	Within 10 calendar days after contract award	CO
H.12.1 Safety Plan	1	Within 10 calendar days after contract award	COR
F.3 Construction Schedule	1	Within 10 calendar days after contract award	COR
H.15.1 Submittal Register	1	Within 10 calendar days after contract award	COR
H.14.4 Bios on Personnel	1	Within 5 calendar days after contract award	COR

E.5 Quality Management Plan	1	10 calendar days after Contract award	COR
E.4 Request for Final Completion Inspection	1	2 workdays before inspection	COR
H.4.4 & C.4.1 As-Built Drawings	1	30 calendar days after final inspection but before the final invoice	COR
C.4.4.1 Project Completion Photography	1	After final completion but before final acceptance	COR
E.4.3 Final Acceptance Release	1	With invoice	CO

## F. ADMINISTRATIVE DATA

F.1 Contracting Officer: Ann F. Granatino  
Telephone Number: 353-1-2375870

Contract Administrator: Emmet J. Downey  
Telephone Number: 353-1-2375871

Contracting Officer's Representative (COR): Martin Nolan  
Telephone Number: 353-1-6306242

### F.2 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facility Maintenance Supervisor

F3. PAYMENT: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment may be made upon completion of the work.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall approve the invoice for payment. If the Contracting Officer does not approve payment of the full amount applied for the Contractor shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

U.S. Embassy, Accounts Dept., 42 Elgin Road, Ballsbridge, Dublin The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

### **F.3.1 Payments to Subcontractors**

The Contractor shall make timely payment from the proceeds of the final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

Along with the final invoice, the Contractor shall furnish the following certification, or payment shall not be made: (However, the Contractor may elect to delete paragraph (4) from the certification.)

"I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers will be made from the payment received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and Underground Fuel Storage Tank Replacement Solicitation No. SGE500-14-R-0054 Page 21 of 75 U.S. Embassy Dublin, Ireland

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

---

(Name)

---

(Title)

---

(Date)"

#### **F.3.1.1 Evaluation**

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the COR does not approve payment of the full amount applied for, the COR shall advise the Contractor of the reasons therefore.

#### **F.3.1.2 Additional Withholding**

Independently of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts considered necessary to cover:

(a) Wages or other amounts due the Contractor's employees on this project;

- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damages when the Contractor has failed to make adequate progress.

#### **F.4. ADVANCE PAYMENT**

Advance Payments **shall not** be authorized during the performance of this contract.

#### **G. SPECIAL REQUIREMENTS**

**G.1.0 PERFORMANCE/PAYMENT PROTECTION** – There are no performance/payment protection requirements for execution of this contract.

**G.2.0 INSURANCE** - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

**G.2.1 GENERAL LIABILITY** (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) :

<b>(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS</b>	
Per Occurrence	<b>USD 2,000,000.00 or EURO equivalent</b>
Cumulative	<b>USD 5,000,000.00 or EURO equivalent</b>
<b>(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS</b>	
Per Occurrence	<b>USD 2,000,000.00 or EURO equivalent</b>
Cumulative	<b>USD 5,000,000.00 or EURO equivalent</b>

**G.2.2** The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

**G.2.3** The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.



G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

### G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 . "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. For each individual the list shall include:

Full Name

Place and Date of Birth

Current Address

Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good

quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

#### G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment; and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

#### G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- \* obtaining proper zoning or other land use control approval for the project
- \* obtaining the approval of the Contracting Drawings and Specifications
- \* paying fees due for the foregoing; and,
- \* for obtaining and paying for the initial building permits.

## H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

### CLAUSE TITLE AND DATE

52.202-1 DEFINITIONS (NOV 2013) 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)

52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)

52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

52.213-4 TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2014)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.243-4 CHANGES (JUN 2007)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  
(APR 2012) Alternate I (SEPT 1996)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:



- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

#### 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) General. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
  - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to

be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written program. Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or

part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

#### 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

#### I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Breakdown of Price by Divisions of Specifications	1
Attachment 2	Drawings	1
Attachment 3	Specifications	1

## J. QUOTATION INFORMATION

### A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

### B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 18 including a completed Attachment 1, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

Ann F. Granatino, Contracting Officer

U.S. Embassy Dublin

42 Elgin Road

Ballsbridge

Dublin 4

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date. (b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;  
Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed. (b) A site visit has been scheduled for THURSDAY JUNE 25, 2015. (c) Participants will meet at U.S. Embassy, 42 Elgin Road, Ballsbridge, Dublin 4.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: USD \$ 10,000.00 - \$ 20,000.00

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

PROVISION TITLE AND DATE

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)



## K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the

preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial

and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has

made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

(c) otherwise due under the contract.

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- \* Sole Proprietorship;
- \* Partnership;
- \* Corporate Entity (not tax exempt);
- \* Corporate Entity (tax exempt);
- \* Government Entity (Federal, State or local);
- \* Foreign Government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(f) Common Parent.

\* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

## L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2014)

(a)(1) The North American Industry Classification System (NAICS) code(s) for this acquisition is/are:

236118 - Construction Management, residential remodeling

236220 - Construction Management, commercial and institutional building or Warehouse construction

237110 - Construction Management, water and sewage line and related structures

237310 - Construction Management, highway road, street or bridge

237990 - Construction Management, outdoor recreation facility

(2) The small business size standard is \$36.5 Million USD.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees. (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies. (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated: (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless— (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation. (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000. (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management. (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas. (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012. (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold. (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government. (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of

performance is specified by the Government. (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard. (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas. (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity. (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity. (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items. (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items. (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1. (xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies. (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5. (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations. (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations. (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.] \_\_\_ (i) 52.204-17, Ownership or Control of Offeror.  
 \_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.  
 \_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification. \_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. \_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only). \_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_(B) Alternate I. \_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
--------------	-------	------	--------

_____	_____	_____	_____
_____			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

### L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;



- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

#### L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]**

#### L.5 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Ireland –

- ☐ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

ATTACHMENT #1 - BREAKDOWN OF PRICE BY DIVISIONS OF  
SPECIFICATIONS

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
--------------------------	-----------	---------------	--------------	------------	-----------

1. General Requirements					
2. Site Work					

3. Concrete					
4. Masonry					

5. Metals					
6. Wood and Plastic					

7. Thermal and Moisture					
8. Doors and Windows					

9. Finishes					
10. Specialties					

11. Equipment					
12. Furnishings					

13. Special Construction					
14. Conveying Systems					

15. Mechanical					
16. Electrical					

17. VAT					
---------	--	--	--	--	--

TOTAL: EUROS				
--------------	--	--	--	--

Allowance Items

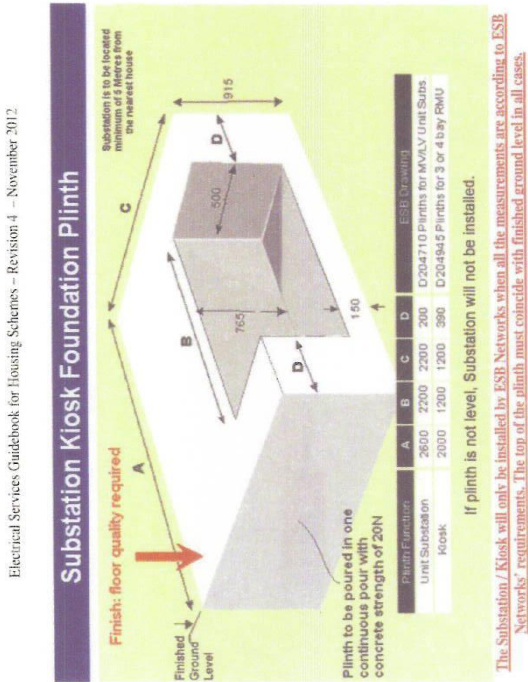
PROPOSAL PRICE:	EUROS
-----------------	-------

TOTAL:

Alternates (list separately; do not total):

<i>Offeror:</i> _____	<i>Date</i> _____
-----------------------	-------------------

Attachment 2



## SUBSTATION / KIOSK SITE REQUIREMENTS

**Note for ESB Networks Staff:** Substation / kiosk sites should be chosen as to both integrate and protect the substation / kiosk. Substations / kiosks located in open green spaces bring with them long term concerns and ongoing maintenance costs for ESB Networks in terms of vandalism, public safety and visual obtrusiveness (see Visual Guidelines page 60). Such locations should be avoided wherever possible. The site location should also be optimised for efficient cable distribution. If the sides and rear of the unit substation are to be enclosed by walls, these must be constructed to the dimensions given on page 21. This spacing between the cabinet and the walls is vital as it allows for correct ventilation while preventing all other access.

ESB Networks design staff, having weighed up the above factors, will specify on the site layout the required location and construction detail and the number and type of each substation / kiosk required in the development.

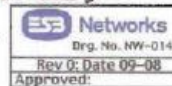
The Client is required to:

- Provide, free of charge, all substation / kiosk sites and plinths specified in the ESB Networks site layout, including any surrounding walls specified by ESB Networks. The ground around substation / kiosk sites must be completely levelled and reinstated before ESB Networks can energise this equipment.
- Provide all earthing requirements as detailed in the 'Substation / Kiosk Earthing' section of this guidebook.
- Provide an unrestricted 3 metre wide paved access at all times to the substation / kiosk door from the nearest public roadway. Where the substation / kiosk site location, agreed with ESB Networks, is not adjacent to a public road, then paving must be of concrete, brick paving or other durable material capable of withstanding occasional heavy traffic.
- Ensure legal transfer of site title to ESB Networks.
- Provide a free legal deed of Wayleave to ESB Networks for any cables located, with ESB Networks prior agreement, in private property.

# Standard Specification for ESB MV/LV Networks Ducting (Minimum Standards)

Page 1 of 6

Note 1: ESB Networks reserves the right not to accept ducting which does not conform to these standards and dimensions  
 Note 2: Refer to ESB Networks for Specific Job Specification. These instructions do not apply to 38kV/110kV/220kV cable  
 Note 3: All materials (ducts, marker tapes/strips, duct surrounds, mandrels and brushes) must be ESB approved materials



## Attachment 2

### 1 MINIMUM depths below finished ground level

**DEPTH**

- 450mm in established footways
- 600mm in new housing estate carriageways & footways and all grassed areas
- 750mm All Non-Housing Estate carriageways, forestry farmland & bogland

Depth is measured to top of duct  
 Max depth is 1m except at:

- service crossings where 1.5m is allowed
- short rail and road crossings where up to 2.5m is allowed

### 2A Minimum Standard Clearances to Other Services

**Clearance to Normal Services**  
 300mm

**Clearance to: Large Pipelines High Pressure Pipes**  
 600mm

- To achieve these clearances see sections 3D and 3E below
- Clearances less than the above at pinch points and crossings requires placement of additional mechanical protection (concrete slab/brick) and agreement of ESB
- ESB ducts must never be laid over other services on parallel runs, except with the written prior agreement of the other utilities and ESB
- Other Services must never be laid directly over ESB ducts on parallel runs

### 2B Trench Installation Sequence

**Warning:**  
 Always agree trench route with ESB before excavation commences. Unstable, insecure & poor access routes will not be accepted by ESB.

**1** Exemption of Unsuitable Routes

**2** Excavate trench to required dimensions. Ensure loose material and protruding stones are removed.

**3** Lay in & compact a bedding layer of approved material to a min thickness of 50mm or as otherwise specified.

**4** Lay ducts and horizontal spacer on 50mm bedding layer maintaining specified clearances.

**5** For multiple ducts ensure ducts are spaced as per Section 3 below with a min of 150mm duct spacing.

**6** Lay in and compact a layer of approved backfill to a depth of 200/275mm above bedding layer.

**7** Install ESB approved marker 275 on top of approved compacted backfill.

**8** Lay in and compact a layer of approved backfill maintaining a min depth of 200mm to the surface.

**9** Install ESB approved yellow marker tape. The max depth for the marker tape is 300mm from finished ground level.

**10** Reinstate final layer of backfill as per agreed L&L and Owner Specification.

### 3A Minimum Duct Spacings for ESB Ducts

**75mm minimum duct spacing for up to two ducts in any layer**

Duct crossovers not allowed at any point along route.

### 3B Minimum Duct Spacings for ESB Ducts

**150mm duct spacing required for more than 2 ducts in any layer**

Duct crossovers not allowed at any point along route.



### 3C Minimum Duct Spacings for ESB Ducts

Minimum duct to trench wall clearances and minimum bedding depths

Minimum duct to trench edge clearance is 100mm and minimum bedding depth is 50mm

NB: 50mm minimum depth of compacted approved backfill above duct top

### 3D Minimum Duct Spacings for ESB Ducts

Achievement of Horizontal Duct Spacing

Use 75mm or 150mm temporary timber/brick or plastic spacers as appropriate to establish horizontal duct spacing during construction

NB Use 300mm or 600mm horizontal spacers to achieve horizontal spacing from other utilities as appropriate

Always keep a stock of 300mm, 150mm & 75mm spacers for ESB trenching

Timber/Brick Spacer Or Customised 75mm or 150mm Plastic Horizontal Spacer

### 3E Minimum Duct Spacings for ESB Ducts

Achievement of Vertical Duct Spacing

STEP 1 Lay in Ducts and Lay in 50mm bedding Layer

Step 2 Lay in and compact approved backfill to 200/275mm depth depending on spacing in 3A/3B above

Step 3 Check depth of approved backfill above 1st duct layer and lay in 2nd layer of ducts and spacers on top of sand layer

NB: Vertical Duct Spacers are not allowed anywhere as they create point loading of ducts. Refer to 3A/3B for spacings in specific situations

### 4A Installation of Special ESB marked Yellow Marker Tape and Special ESB marked Red Marker Strip in Carriageways

ESB yellow marker tape and red marker strip is to be used on all carriageways and on grassed areas for both LV & MV cables

300mm Maximum for ESB yellow marker tape

75mm minimum above duct for ESB red marker strip.

ESB yellow marker tape and red marker strip widths must always be wider than ducts beneath

ESB yellow marker tape and ESB red marker strip must never be laid directly on top of ducts

Never lay other utility marker tape or strip over ESB ducts

Never lay ESB marker tape or strip over other utility pipes

### 4B Installation of Special ESB marked Yellow Marker Tape in all Footways

ESB approved yellow marker tape to be used on all Footways

300mm Maximum for ESB yellow marker tape

ESB yellow marker tape width must always be wider than width of ducts beneath

ESB Yellow marker tape must never be laid directly on top of ducts

Never lay other utility marker tape or strip over ESB ducts

Never lay ESB marker tape or strip over other utility pipes

CAUTION ELECTRIC CABLE

### 5 Specification for duct surround material

The thermal resistivity of the duct surround material must be maximum 1.0m<sup>2</sup>/Watt @ 0% moisture content. Only ESB approved unweathered sand graded to BS882 standard or equivalent ESB approved material is acceptable.

Duct surround material must be well compacted around ducts without damaging the ducts

NB: Pea gravel and foam concrete are unacceptable ESB duct surround materials

### 6A Specification for Installation of Ducts at sharp route bends

ESB Approved Long Radius Bend (minimum Duct Bend Radius 1.2 Metres) Bends less than 1.2 m radius are unacceptable

400mm 10N Minimum strength concrete on inside of bend to withstand cable pulling forces

Cross Section at bend Showing concrete support all around the duct and increased trench width

Wider trench to accommodate 400mm of concrete on inside of bend

Normal Trench Width

### 6B Specification for Installation of Ducts at Gentle sweep bend positions

6m length straight pipe

Sharp inner end of duct protrudes at joint due to bending stiffness. Never bend ducts as sharp ends will protrude at joints as illustrated; result: serious ripping/damage to cable

Always use a series of 11, 22 or 45° bends to provide a smooth joint interface where the trench route curves around in a large sweep. Never bend ducts around a large sweep trench

Concrete support as for item 6A

### 7 Obligation of Duct Installer to minimise the number and severity of duct bends

The duct installer must minimise the number and severity of performed bends in ground with obstructions and other utility service crossings by opening ground 12m ahead of backfilled duct, wherever practical to do so. This safety obligation, which may require use of steel plating, allows the duct installer to pick the least bendy duct route through utility crossings and obstructions. Otherwise, numerous sharp unrecorded duct route deviations will be present making cable installation considerably more difficult and less safe for the cable installer.

Backfilled Duct

Obstructions

Digger

Dig 12m Ahead of duct to uncover obstructions

### 8 Standard for Brushing, Mandrelling Roping and End-capping of MV/LV Ducts

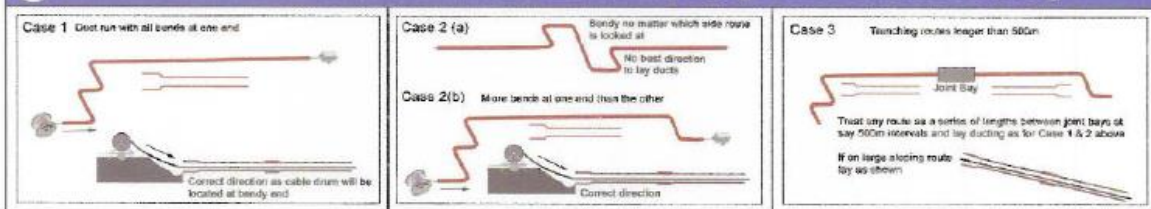
All Ducts must be:

- Thoroughly brushed and mandrelled to prove ducts against debris / excessive deflection
- Roped using 12mm polypropylene rope with certified safe breaking load of 1.5 tons - all rope joints to be properly applied and PVC taped over. Approved Supplier: Silver Strand Bunkers (Conegal), ph: (01-4) 9282503 - 500m 8mm lengths available to minimise splicing/cut handling
- Sealed using endcaps against grit and water getting into ducts
- NB: Replace mandrels once mandrel wear indicators or grooves are worn down
- Replace brushes once brush diameter falls 5mm below dimensions in table below
- Approved endcaps, both disposable and reusable types, are available from suppliers of approved ESB ducting
- Approved ESB Mandrel and brush suppliers:

Brushon Agencies, Rathfriland, Co Wicklow; Phone: 0404 20200 (Brushes & Mandrels)  
 Clonsilla UK Phone: 085 172 6665 (Brushes & Mandrels)  
 Tynagh Network Systems, Loughrea, Co Galway; Phone: 091 842206 (Brushes & Mandrels)

125mm uPVC Duct Size	160mm uPVC Duct Size
Mandrel Code: 9317247	Mandrel Code: 9317348
Brush Code: 9313254	Brush Code: 9313251

## 9 Guidance on Correct Direction to Lay Spigot and Socket Ducting



### 10 Approved ESB Ducting for MV/LV Cables

- Use only solid wall high impact resistance ESB approved PVC red ducting to IS 370 colour standard and ESB specification 16113 (3.8mm minimum wall thickness). Discoloured or unidentified ducting not acceptable. All duct material must be approved by ESB Networks.
- Lightweight flexible corrugated twinwall ducting is not acceptable to ESB irrespective of manufacturer.
- Current approved Duct and duct bend manufacturers are: Lynplast (band fittings only), Radius Systems, Wavin, Quality Plastics, MFP Plastics, Cork Plastics, Emiella.

### 11 Specification for Duct Jointing for MV/LV Cables

All ducts to be securely jointed by tapping against timber board on each duct until the black depth insertion mark is reached

### 12 Repair of Existing Ducts

Use only approved slip couplers from approved manufacturers in section 9

- Cut out damaged section of duct and ensure all cut surfaces are square and free from sharp edges
- Slide, position and centre the repair couplers on the centering marks

### 13 Sealing of Ducts

All ducts to be permanently sealed at both ends of duct run

Ducts to be temporarily sealed during installation using endcaps provided with each bale

ESB Code 125mm: 9317583 ESB Code 160mm: 9317586

### 14A Cross-Sectional Drawing of Backfilling in Front of MV Sub

**SAFETY WARNING!**  
Earthing is an essential safety system. Connection will not be made available until they are installed.

See pg. 213 of MV/LV Manual

### 14B Plan View of Ducting in Front of Substation

See pg. 212 of MV/LV Manual

### 17A Supporting ESB Cables/Ducts During Trenching Works

See pg. 42 of MV/LV Manual

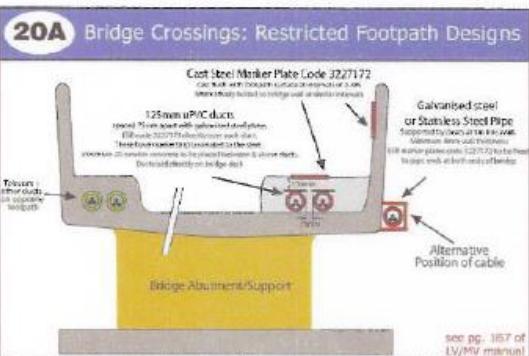
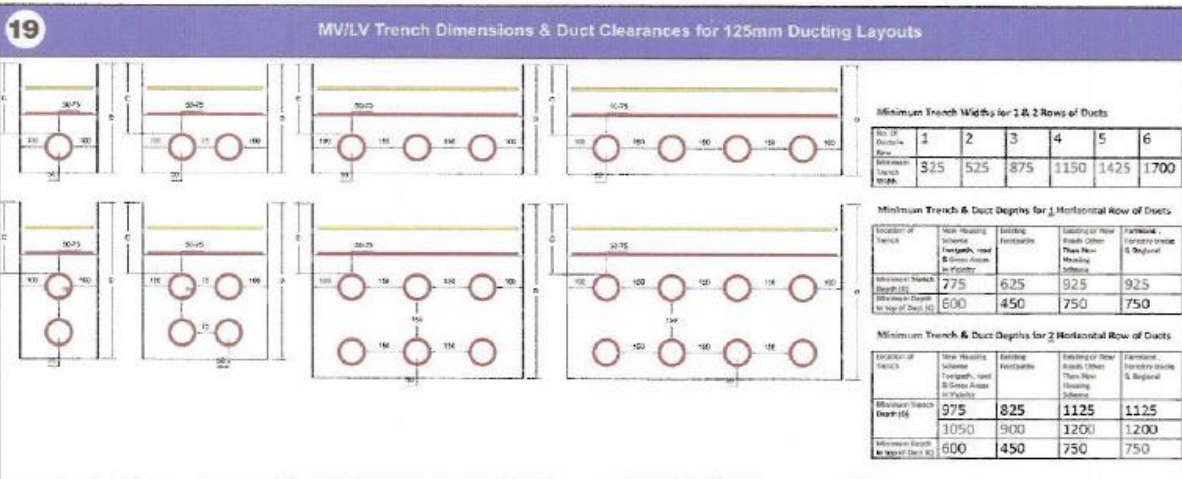
### 17B Supporting ESB Cables/Ducts During Trenching Works

See pg. 42 of MV/LV Manual

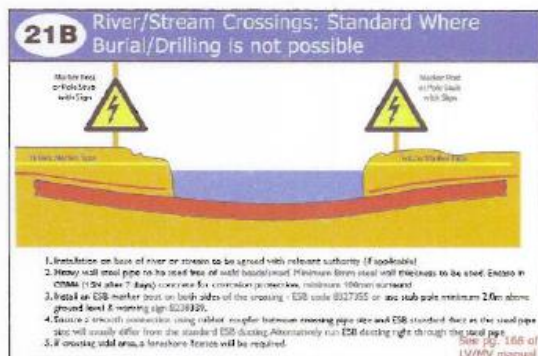
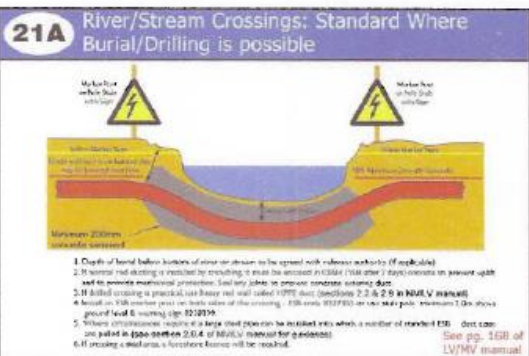
### 18 Avoidance of Cable Damage Due to Improper Backfilling at Cable Crossings

See pg. 44 of LV/MV Manual





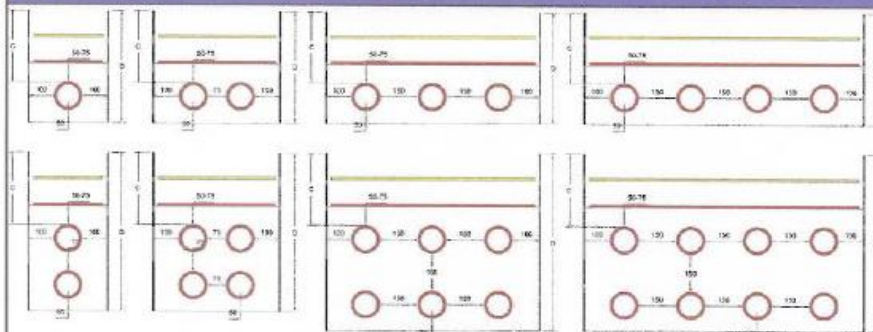
- 20B Bridge Crossings: Restricted Footpath Designs**
1. The design must be agreed with the bridge authority. Position in footpath is preferred.
  2. Minimum cover over ducts on footpath 100mm.
  3. Where duct cover is > 300mm, marker strip & surface marker plates can be used.
  4. Red uPVC ducting is not suitable for cable run external to bridges.
  5. Where possible galvanised steel/stainless steel piping should be used, all joints must be free of weld burrs on inside. Alternatively heavy duty 10mm wall thickness black HDPE material with cast steel marker plates attached must be used to permanently warn of presence of electric cable.
- See pg. 167 of LV/MV manual



- 22B Minimum Standard Over Basements/Carparks**
- Minimum depth of duct is 400mm.
- Minimum thickness from bottom of duct to underside of slab is 200mm.
- ESB surface marker plates are to be placed at approximate intervals of 3 metres on the top and bottom surfaces of the slab.
- Marker plates are to be cast level with the surface and screwed down to avoid lift off (ESB code: 3227172)
- For ESB Ducts concrete surround - same strength for entire slab

23

## MV/LV Trench Dimensions &amp; Duct Clearances for 160mm Ducting



Minimum Trench Widths for 1 &amp; 2 Rows of Ducts:

No. of Ducts in Row	1	2	3	4	5	6
Minimum Trench Width	360	595	980	1290	1600	1910

Minimum Trench &amp; Duct Depths for 1 Horizontal Row of Ducts

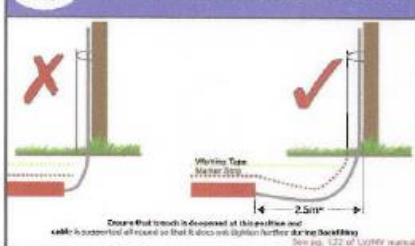
Location of Ducts	Low Voltage Trenches, up to 6 kV max. Voltage	Medium Voltage Trenches, up to 10 kV max. Voltage	Low Voltage Trenches, up to 6 kV max. Voltage	Medium Voltage Trenches, up to 10 kV max. Voltage
Minimum Trench Depth (m)	810	660	960	960
Minimum Duct Depth (m)	600	450	750	750

Minimum Trench &amp; Duct Depths for 2 Horizontal Rows of Ducts

Location of Ducts	Low Voltage Trenches, up to 6 kV max. Voltage	Medium Voltage Trenches, up to 10 kV max. Voltage	Low Voltage Trenches, up to 6 kV max. Voltage	Medium Voltage Trenches, up to 10 kV max. Voltage
Minimum Trench Depth (m)	1045	895	1195	1195
Minimum Duct Depth (m)	1120	970	1270	1270
Minimum Duct Depth (m)	600	450	750	750

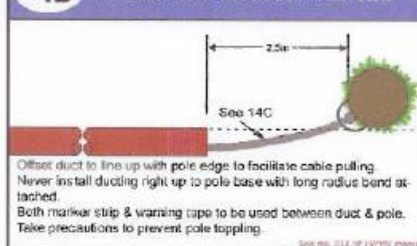
24A

## MV Cable End Pole Position - Elevation



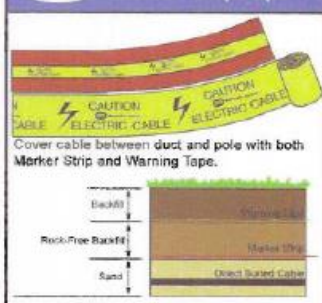
24B

## MV Cable End Pole Position - Plan View



24C

## MV Cable End Pole - Marker Strip/Tape



24D

## LV Cable End Pole Position - Elevation

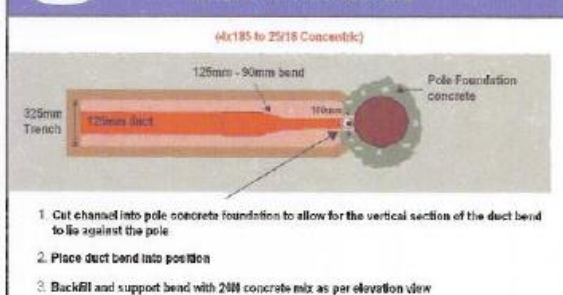
Guideline for LV Mains and LV Service Cable



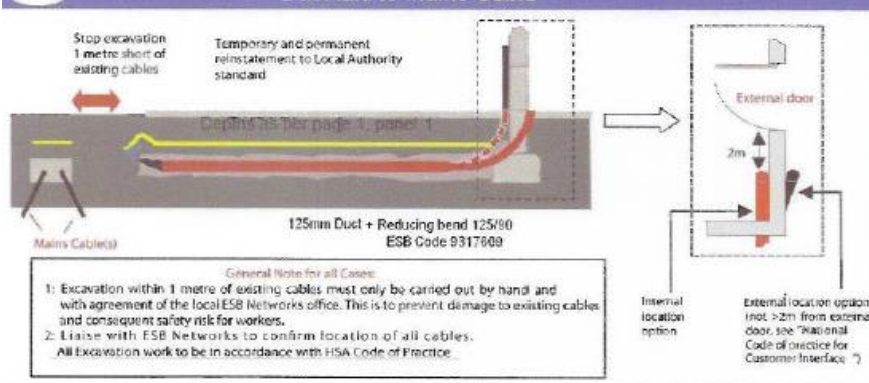
24E

## LV Cable End Pole Position - Plan View

Guideline for LV Mains and LV Service Cable



25 A

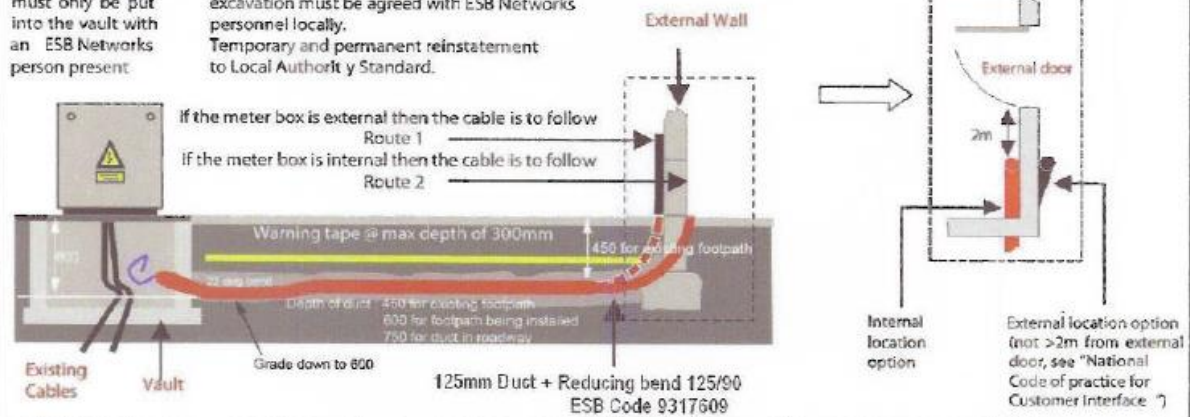
LV Ducting for Non Domestic Connections  
Duct laid to Mains Cable



### LV Ducting for Non Domestic Connections

The new duct must only be put into the vault with an ESB Networks person present.

If no vault in front of minipillar, the limit of excavation must be agreed with ESB Networks personnel locally.  
Temporary and permanent reinstatement to Local Authority Standard.



## 26

Specification for Standard Non-Scheme Domestic Underground Service to an Outdoor Meter Cabinet (low-voltage service not exceeding 50m) from an Overhead Network



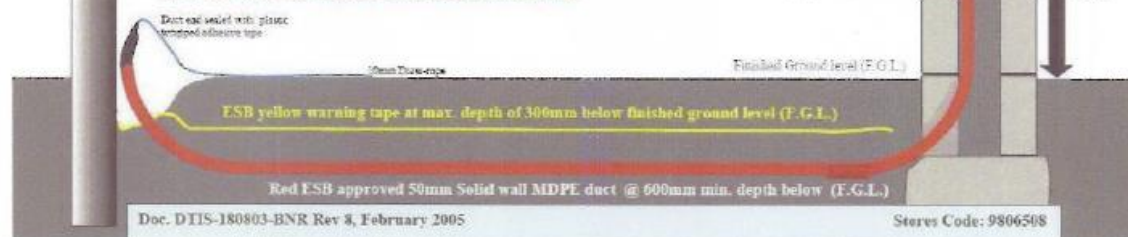
- The Customer must ensure that

- The service pole and the complete run of the duct are both within the site boundary. ESB's Engineering Officer will confirm the service pole position and the ducting route on-site.
- An outdoor meter cabinet, to ESI Standard 12-3 (1985), is installed in a suitable location, see overhead.
- An ESB approved "hockey stick" is installed at the meter cabinet position.
- Red ESB approved 50mm service ducting is installed at a minimum depth of 600mm between the hockey stick position and the service pole. Yellow ESB cable warning tape must be installed at a maximum depth of 300mm below ground level along the full length of the duct.
- Corrugated Ducting of any colour is not permitted.
- The duct shall be as straight as possible and free of sharp bends.
- A continuous and strong 10mm polypropylene draw rope is installed in the duct. It must be free of knots and secured at both ends of the duct.

Notes:

1. It is essential that the ESB cable does not come in direct contact with the cavity insulation. Allow a projection of 25mm of the hockey stick into the base of the cabinet.
2. There must be a minimum clearance of 100mm between the service duct and other services on the house-holder's property.
3. ESB will provide black UV light-resistant ducting from below the finished ground level to the top of the service pole.
4. For poles more than 50m away from the cabinet, 125mm red ESB approved ducting shall be used with an ESB approved service vault at the junction of the cable and the hockey stick.

Connection will only be made after all above requirements are met!



### ATTACHMENT #3 – SPECIFICATIONS

The US Embassy Dublin seeks a qualified and experienced contractor to construct an ESBN Unit Substation Foundation Plinth, in their premises in Ballsbridge, Dublin 4.

The Foundation Plinth shall be constructed to the dimensions shown on Attachment 2, and shall face towards Pembroke Rd.

Duct work will have to be trenched (approximately 4 meters) and installed to carry cabling from underneath the foundation to an access point outside the embassy perimeter fence.

All necessary precautions must be taken to maintain the functionality and integrity of the perimeter wall and its foundation. All trench-work must be backfilled and compacted appropriately to ensure no subsequent ground settlement.

As-built drawings must be provided showing actual ducting routes to ESB networks.

All duct work shall be in complete accordance with the Standard Specification for ESB Networks Ducting (Minimum Standards). See Attachment 2.

All civil works to be carried out in accordance with ESB Network specifications.

An appropriate “Safe System of Work” should be employed. Safety guidelines to be used when working in the vicinity of overhead power lines and underground cables are available free of charge from ESB Networks. This material is available for download from the website <http://www.esb.ie/esbnetworks> or can be ordered by telephoning 1850-372-757

All work and materials must be guaranteed and a 24 month warranty provided in writing.

The contractor shall be responsible for obtaining any and all necessary permits to safely and effectively complete the work.

The contractor shall provide all materials, equipment and labor necessary to complete the work to the highest standards.

### ATTACHMENT # 4

# ATTACHMENT #4

